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IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

SECOND APPELLATE DISTRICT

DIVISION FOUR

VERZHERA AMIRKHANIAN,

Plaintiff and Respondent,

v.

MEHERETEAB KASSA,

Defendant and Appellant.

B200674

(Los Angeles County  
Super. Ct. No. BC354917)

APPEAL from a judgment of the Superior Court for Los Angeles County,  
Susan Bryant-Deason, Judge. Affirmed.

Law Offices of Ira N. Katz and Ira N. Katz for Defendant and Appellant.

John Schlanger for Plaintiff and Respondent.

Defendant Mehereteab Kassa, doing business as L&E Liquors, appeals from a judgment following a court trial. The court awarded damages of \$12,600 to plaintiff Verzhera Amirkhanian, doing business as American Credit Bureau Services, on her breach of contract claim. Kassa moved for a new trial, which the trial court denied. Kassa challenges that denial on appeal. We affirm.

## **BACKGROUND**

This case arises from a billboard lease agreement between Mediacom, Inc. and Contest Promotions, LLC, on the one hand, and Kassa on the other hand, in which Kassa agreed to allow Mediacom and Contest Promotions to install a billboard on his liquor store, located on South La Brea Avenue in Los Angeles.

Mediacom and Contest Promotions work together to find locations for billboards, obtain permits for them, and sell advertising to appear on the billboards. Mediacom finds the locations and negotiates with the property owners and tenants, while Contest Promotions obtains the permits and sells advertising. In April 2005, Scott Krantz, president of Mediacom, negotiated a billboard lease agreement with Kassa. Under the lease agreement, Kassa agreed to allow Mediacom and Contest Promotions to erect and maintain a billboard on his liquor store in exchange for monthly payments of \$175 for the term of the lease. Although the agreement noted that Kassa was a tenant, rather than owner, of the property, it provided that Kassa was authorized to enter into the agreement. In a separate addendum signed at the same time as the lease agreement, Mediacom and Contest Promotions agreed to pay Kassa an advance commission of \$525 within 15 days from the installation of the billboard.

The billboard was installed sometime in May 2005, and Mediacom sent Kassa a check for \$525 on June 7, 2005.<sup>1</sup> On June 13, Kassa received from the City of Los Angeles an Order to Comply, stating that the billboard was installed without a permit or approval and that it violated various provisions of the Los Angeles Municipal Code. The Order noted that “off-site signs are prohibited in the City of Los Angeles,” and ordered Kassa to remove the sign within 10 days.

Kassa contacted Krantz, who told him that Mediacom would have the sign removed temporarily, until Contest Promotions obtained a permit. Krantz told Kassa that once the permit issued, they would put the sign back up. Kassa agreed.<sup>2</sup>

Contest Promotions obtained the permit, and Krantz faxed it to Kassa. Kassa then told Krantz that he did not want the sign reinstalled because his landlord would not allow it.

Mediacom, which claims Kassa owes it lost profits for the term of the agreement, assigned its claims against Kassa to Verzhera Amirkhanian, doing business as American Credit Bureau Services. Amirkhanian filed the instant lawsuit against Kassa for breach of contract and common counts. Following a bench trial, the court found in favor of Amirkhanian and awarded damages in the amount of \$12,600, plus attorney fees and costs in the amount of \$1,558.40.

Kassa moved for a new trial, arguing there was insufficient evidence to justify the decision. The court denied the motion, and awarded Amirkhanian an

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<sup>1</sup> Kassa testified that he never received the check.

<sup>2</sup> There is a dispute in the evidence on this issue. Kassa testified that he faxed the Order to Comply to Mediacom, and that no one from Mediacom ever contacted him. The trial court found that Kassa was not credible.

additional \$995.96 in attorney fees. Kassa timely filed a notice of appeal from the judgment.

## **DISCUSSION**

Kassa challenges the trial court's denial of his motion for a new trial. In essence, he argues the trial court erred by denying his motion on the ground of insufficient evidence to justify the trial court's judgment or error of law because (1) the Los Angeles Municipal Code prohibits all "off-site" signs; (2) the permit Contest Promotions obtained was for an "on-site" sign; and (3) there was no evidence by which the court could conclude that the sign at issue was an "on-site" sign. Kassa's first contention is incorrect, his second is not supported by the record, and his last is irrelevant in light of the record.

### *A. The Municipal Code Does Not Outlaw All Off-Site Signs*

Kassa's theory at trial was that the billboard lease agreement was unlawful (and therefore unenforceable) because off-site signs are not allowed under Los Angeles Municipal Code section 91.6205.11, and the sign at issue is an off-site sign.<sup>3</sup> In making this argument at trial and in this appeal, however, Kassa has failed to acknowledge there are exceptions to section 91.6205.11's prohibition against off-site signs. Subdivision 11 of that section provides that off-site signs are

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<sup>3</sup> Under the Los Angeles Municipal Code, an "off-site" sign is "[a] sign which displays any message directing attention to a business, product, service, profession, commodity, activity, event, person, institution or any other commercial message, which is generally conducted, sold, manufactured, produced, offered or occurs elsewhere than on the premises where the sign is located." (L.A. Mun. Code, § 91.6203.) An "on-site" sign is "[a] sign that is other than an off-site sign." (*Ibid.*)

prohibited “except when off-site signs are specifically permitted pursuant to a variance, legally adopted specific plan, supplemental use district, an approved development agreement, or a relocation agreement entered into pursuant to California Business and Professions Code Section 5412. This subsection shall also apply to alterations or enlargements of legally existing off-site signs.” (L.A. Mun. Code, § 91.6205.11.11.) Clearly, off-site signs are allowed in certain instances.

*B. There Was No Evidence That The Permit Was For An On-Site Sign*

In the present case, Amirkhanian presented evidence that Contest Promotions obtained a permit for the sign at issue: Amirkhanian introduced a document, Exhibit 5, which Krantz identified as the permit for the sign that was the subject of the lease agreement. Although Kassa argued that Exhibit 5 was an application for a permit rather than the permit itself, Krantz testified that it was a permit because it had a permit number on it. Krantz, who has been involved in the business of sign advertising for almost 10 years, also testified that Exhibit 5 was the typical permit for the type of signage involved in this case. Kassa presented no evidence to contradict Krantz’s testimony.

Kassa argued for the first time in his motion for a new trial that if Exhibit 5 was a permit, it was a permit for an on-site sign rather than an off-site sign. He did not, however, present any evidence to support this assertion.<sup>4</sup> Instead, Kassa relied

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<sup>4</sup> We note that Kassa submitted the declaration of his attorney in support of his new trial motion, but the trial court granted Amirkhanian’s motion to strike the declaration on the grounds of hearsay and improper legal opinion. Kassa does not challenge that ruling on appeal.

upon the presence of the word “onsite” on the permit, in what appears to be a list. In the upper left corner of the permit is the following:

Sign  
Onsite  
Plan Check at Counter  
Plan Check

No explanation was provided as to the meaning of this list, or the inclusion of the word “onsite” in the list.

In light of the record, we cannot conclude that the permit was for an on-site sign only. As the trial court explained, “the problem here with this is that I’m left with the evidence that I had in the trial, okay, and no building and safety inspector was subpoenaed to the trial. No experts were called at the trial. [¶] There was no one here to interpret anything. . . . [¶] All I know is that I saw a permit which allowed the signs to be placed on the property. . . . [¶] It is what it is, and it appears to be a permit [f]or a sign on that property that was issued by the City and maybe it’s issued wrongfully by the City but that’s not for me to decide. . . . [T]here were drawings attached and they knew exactly where it was.”

### *C. Kassa’s Final Contention is Irrelevant*

Kassa goes to great lengths to show that the lease agreement was for an off-site sign, to support his contention that there was no evidence from which the trial court could conclude that the sign at issue was an on-site sign. Amirkhanian argues there is sufficient evidence to support such a conclusion, although she contends the court was not required to determine if the sign was an on-site sign. We agree that the trial court was not required to make that determination, because there was no reason to conclude that the permit Contest Promotions obtained was

for an on-site sign rather than an off-site sign. Thus, we need not address Kassa's contention on appeal.

**DISPOSITION**

The judgment is affirmed. Amirkhanian shall recover her costs on appeal.

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WILLHITE, J.

We concur:

EPSTEIN, P. J.

SUZUKAWA, J.